

HIRN REED & HARPER

(A PARTNERSHIP INCLUDING PROFESSIONAL SERVICE CORPORATIONS)

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Louisville, Kentucky 40202Telephone (502) 585-2450
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Charles E. Scholtz

August 2, 1993
RECORDATION NO. 18356
FILED 1425
AUG 3 1993 11:06 AM**VIA HAND DELIVERY**

INTERSTATE COMMERCE COMMISSION

Mr. Sidney L. Strickland, Jr., Secretary
Interstate Commerce Commission
Twelfth Street & Constitution Avenue, N.W.
Washington, DC 20423

RE: Icelease Partners, Ltd.

Dear Mr. Strickland:

I am enclosing for recording pursuant to Section 11303 of Title 49 of the United States Code, two originals of the document described below. As one of the attorneys representing the Owner Participant in this transaction, I have knowledge of the matters described in this letter.

The enclosed primary document is as follows:

(1) Security Agreement dated as of July 30, 1993, between Liberty National Bank and Trust Company of Louisville, a national banking association, as Lender (the "Lender") and Icelease Partners, Ltd., a Kentucky limited partnership, as borrower (the "Borrower").

A fee of \$16.00 is enclosed. Please time and date stamp the enclosed copy of each of the enclosed documents along with the extra copy of this letter as proof of filing and recordation of the enclosed documents and return the original and any extra copies of such documents and this letter not needed by the Commission for recordation to the undersigned.

A short summary of the document to appear in the index follows:

(1) SECURITY AGREEMENT

The Security Agreement is between Liberty National Bank and Trust Company of Louisville as Secured Party/Lender, 416 West Market Street, Louisville, Kentucky 40202, and Icelease Partners, Ltd. as Debtor/ Borrower, 111 East Kentucky

AUG 3 11 00 AM '93
MOTOR OPERATING UNIT

Delivered
Charles E. Scholtz

HIRN REED & HARPER

Mr. Sidney L. Strickland, Jr., Secretary

August 2, 1993

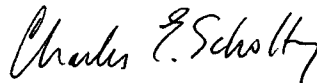
Page 2

Street, Louisville, Kentucky 40203, and is dated July 30, 1993. The Security Agreement secures the obligations of the Debtor/Borrower relating to up to 4 items of railroad rolling stock bearing the road numbers set forth in Annex A to such Security Agreement.

The description of the equipment covered as of the date hereof by the aforesaid Security Agreement is as set forth on Exhibit A hereto.

If you have any questions or need further information, please do not hesitate to contact the undersigned. Thank you.

Sincerely,



Charles E. Scholtz

CES/cr
Enclosure

EXHIBIT A

UNITS

<u>EQUIPMENT</u>	<u>QUANTITY</u>	<u>REPORTING MARKS</u>
Difco, Inc. 55' (Loading Deck) 195-Ton Capacity, Type FM, Flat Cars	4	PAL-50,000 PAL-50,001 PAL-50,002 and PAL-50,003

Interstate Commerce Commission
Washington, D.C. 20423

8/3/93

OFFICE OF THE SECRETARY

Charles E. Scholtz
Hirn Reed & Harper
2000 Meidinger Tower
Louisville, KY. 40202

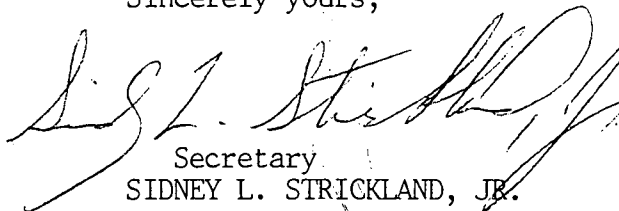
Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,
on **8/3/93** at **11:05am**, and assigned
recording number(s).

18356

Sincerely yours,



Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

RECORDATION NO. 18356 FILED 1425

AUG 3 1993 11:05 AM

INTERSTATE COMMERCE COMMISSION

SECURITY AGREEMENT

dated as of July 30, 1993,

between

LIBERTY NATIONAL BANK AND TRUST COMPANY OF LOUISVILLE
as Lender

and

ICELEASE PARTNERS, LTD.
as Borrower

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Annex A - Description of Cars

Annex B - Car Management Agreement

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Annex F - Notice of Assignment and Consent - Paducah and Louisville
Railway Company

SECURITY AGREEMENT

This is a Security Agreement dated as of July 30, 1993 (the "Agreement"), between:

LIBERTY NATIONAL BANK AND TRUST
COMPANY OF LOUISVILLE,
a national banking association
416 West Jefferson Street
Louisville, Kentucky 40202 ("Lender")

and

ICELEASE PARTNERS, LTD.,
a Kentucky limited partnership
111 East Kentucky Street
Louisville, Kentucky 40203 ("Borrower")

Recitals

Borrower has signed a Term Note dated as of the date of this Agreement (the "Note"), a form of which is attached as Annex A to this Agreement, pursuant to which Borrower has agreed to repay the principal sum of Eight Hundred Thousand Dollars (\$800,000.00) plus interest in seventy-two equal monthly installments. Borrower wishes to enter into this Agreement to secure Borrower's obligations under the Note.

NOW, THEREFORE, Lender and Borrower agree as follows:

1. Definitions. Unless otherwise defined herein, the capitalized terms used in this Agreement shall have the following meanings:

"Borrower Documents" shall mean those documents executed by Borrower in connection with the loan of \$800,000 from Lender to Borrower, including, but not limited to, the Note, the Agreement, the Car Management Agreement, the Use Agreement and other documents.

"Closing Date" shall mean July 30, 1993.

"Car" shall mean each of the four 195-ton capacity, type FM, flatbed railcar, with a 55-foot loading deck, manufactured by DIFCO, Inc., identified by rolling stock number in Annex A hereto, which Car will be subjected to the Car Management Agreement between Borrower and Manager, a copy of which is attached as Annex B to this Agreement.

"Car Management Agreement" shall mean the Car Management Agreement dated as of July 30, 1993, a copy of which is attached as Annex B to this Agreement, and pursuant to which Borrower will deliver the Cars to Manager, such Cars to be managed by Manager for the benefit of Borrower, as further described in Section 4 of this Agreement.

"Collateral" shall mean any and all of the property of Borrower in which Borrower grants Lender a security interest pursuant to Section 2 of this Agreement.

"Event of Default" shall have the meaning given it in Section 9 of this Agreement.

"ICC" shall mean the United States Interstate Commerce Commission.

"Manager" shall mean Paducah & Louisville Railway Company, a Kentucky Corporation, or, with the prior written consent of Lender, such other railroad as shall be the manager under a management contract between Borrower and such other railroad.

"Note" shall mean the Note of Borrower, dated as of July 30, 1993, in the form of the Note attached hereto as Annex C.

"Railroad" shall mean the Paducah & Louisville Railway Company, a Kentucky corporation.

"Receipts" shall mean amounts received by Borrower, or by Manager as its agent, for car hire, mileage, use and destination fees and other similar fees with respect to the Cars. "Receipts" does not include Use Agreement Payments.

"Secured Obligations" shall mean all of the obligations secured by this Agreement.

"Vogt" shall mean Henry Vogt Machine Co., a Kentucky corporation.

"Uniform Commercial Code" shall mean the Uniform Commercial Code as in effect in the Commonwealth of Kentucky.

"Use Agreement" shall mean the Rail Car Use Agreement dated as of July 30, 1993, a copy of which is attached as Annex D to this Agreement, pursuant to which Vogt agrees to utilize the Cars at certain levels for certain fees and to remit fees directly to Borrower under certain circumstances set forth therein.

"Use Agreement Payment" shall mean any payment required to be made by Vogt to Borrower pursuant to Section 2 of the Use Agreement.

2. Grant of Security Interest and Assignment of Car Management Agreement and Use Agreement.

(a) Borrower grants to Lender a security interest in the following, whether now existing or arising or acquired after the date of this Agreement:

(i) all of Borrower's right, title and interest in and to the Cars;

(ii) any property which Borrower receives or which Borrower is or may hereafter become entitled to receive on account of any sale, exchange, transfer or other disposition of the Cars;

(iii) all sums which become payable under any insurance covering the Collateral, including, but not limited to, the Cars;

(iv) to the extent assignable, all of Borrower's right, title and interest in, to and under any and all warranties, guaranties, and indemnities, whether express or implied, and all similar rights which Manager or Borrower may have under the Car Management Agreement against the manufacturer, or any other vendor, supplier, engineer, contractor, builder or maker of the Cars or any components thereof; and

(v) any property which Borrower receives or which Borrower is or may hereafter be entitled to receive on account of any collections of or with respect to the warranties, guaranties and indemnities described in clause (iv) above.

(b) Borrower grants to Lender a security interest in the following, whether now existing or arising or acquired after the date of this Agreement, and assigns all interests thereunder to Lender:

(i) all of Borrower's right, title and interest in, to and under the Car Management Agreement in which it now has, or in which it might later acquire any interest, including, without limitation, all Receipts with respect to the Cars;

(ii) all of Borrower's right, title and interest under the Use Agreement, including, but not limited to, Use Agreement Payments;

(iii) any property which Borrower receives or which Borrower is or may hereafter be entitled to receive on account of any collections of or with respect to the Car Management Agreement, or any instrument, document and/or chattel paper in payment of or substitution for the Car Management Agreement;

(iv) any property which Borrower receives or which Borrower is or hereafter may be entitled to receive on account of any collections of or with respect to the Use Agreement, or any

instrument, document and/or chattel paper in payment of or substitution for the Use Agreement.

(c) Borrower grants a further security interest to Lender in the proceeds or products of any sale, exchange, collection or other disposition of any of the foregoing described in (a) or (b) above or any part thereof.

(d) All of the foregoing described in (a), (b) and (c) above is the Collateral (the "Collateral").

3. Secured Obligations. The security interests granted by Borrower and created hereby secure, equally and ratably, the payment of (a) the Note, (b) all of the obligations, agreements, covenants and representations of Borrower contained in this Agreement, whether or not now or hereafter evidenced by any note, instrument or other writing, and (c) any and all indebtedness, obligation or liability of Borrower to Lender, however evidenced, whether now existing or hereafter arising, and whether direct or indirect, accrued or unaccrued, matured or unmatured, known or unknown, absolute, contingent or otherwise, arising out of or in connection with Borrower Documents.

4. Car Management Agreement and Use Agreement Requirements. For so long as Borrower is not in Default under this Agreement, or the Note, Lender shall permit Borrower to enter into the Car Management Agreement with Manager and shall permit Borrower to enter into the Use Agreement with Vogt, and shall permit such Car Management Agreement and Use Agreement to remain in effect, upon the terms and conditions described therein. In that regard, Borrower warrants and covenants as follows:

(a) Borrower confirms that it has entered into the Car Management Agreement, in the form attached hereto as Annex B, and the Use Agreement, in the form attached hereto as Annex D.

(b) Borrower shall not modify, amend or terminate the Car Management Agreement or Use Agreement without Lender's prior written consent.

(c) Borrower shall not enter into any lease or other management agreement with respect to the Cars without Lender's prior written consent. If Borrower does enter into a lease or other management agreement with respect to the Cars, with Lender's prior written consent, Borrower shall assign its interest under the lease or management agreement to Lender, pursuant to an assignment in form and substance satisfactory to Lender.

(d) Borrower shall at all times cause the Car Management Agreement and the Use Agreement to remain in full force and effect, unless either such agreement has expired in accordance with its terms.

5. Representations and Warranties. To induce Lender to enter into this Agreement, Borrower represents, warrants and agrees as follows:

(a) Borrower has full power and authority to enter into and perform this Agreement; this Agreement has been duly entered into and delivered and constitutes a legal, valid and binding obligation of Borrower enforceable in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency or similar laws affecting the rights of creditors generally and by general principles of equity regardless of whether enforcement of any obligation therein mentioned is sought in a proceeding in equity or at law.

(b) Borrower has good and marketable title to the Collateral, and the Collateral is not subject to any lien, charge, pledge, encumbrance, claim or security interest other than the security interest created by this Agreement.

(c) Borrower's chief place of business is located at 111 East Kentucky Street, Louisville, Kentucky 40203.

(d) Borrower has not, within the full four (4) months last preceding the Closing Date, changed its name or the location of its principal business and such Collateral has been, is, and will be used for business use only, and as described in Section 4 of this Agreement.

(e) No consent, waiver, order, license, permit or approval of any Person or franchise governmental authority is required in connection with Borrower's or Lender's execution and delivery of this Agreement.

(f) Neither the Use Agreement, the Management Agreement nor any other agreements with respect to the Cars, other than the Security Agreement, are required to be filed with the I.C.C.

(g) Borrower does not own any Collateral of a type or nature which cannot be encumbered by a security interest perfectible under Article 9 of the Uniform Commercial Code as presently enacted in the Commonwealth of Kentucky or by filing the Security Agreement with the I.C.C.

(h) With respect to the Car Management Agreement which has been assigned by Borrower to Lender pursuant to this Agreement as of the date of this Agreement, Borrower represents and warrants that:

(i) Borrower has granted to Lender a security interest in all of Borrower's right, title and interest in and to the Car Management Agreement and associated Receipts, and the Cars described therein free of all liens and other encumbrances;

(ii) The Car Management Agreement is valid and legally enforceable against Manager according to its terms, except as enforcement may be limited by applicable bankruptcy, insolvency or similar laws affecting the rights of creditors generally and by general principles of equity regardless of whether enforcement of any obligation therein mentioned is sought in a proceeding in equity or at law;

(iii) All signatures, names, addresses, amounts and other statements and facts contained in the Car Management Agreement are true and correct;

(iv) The Cars have been delivered to Manager in satisfactory condition and have been accepted by Manager pursuant to the terms of the Car Management Agreement;

(v) All conditions precedent and prerequisites (if any) to the obligation of Manager under the Car Management Agreement have been fulfilled and/or accomplished, and the obligations of Manager to pay Receipts to Borrower as set out in Section 5 of the Car Management Agreement are payable as and when due under the Car Management Agreement;

(vi) Manager has no defense to payment or right of offset with respect to payment of Receipts to Borrower pursuant to the Car Management Agreement, other than the right to deduct a fee equal to 10% of the Receipts as a monthly fee, monies expended for maintenance of the cars, and a management fee equal to \$250 per Car per month;

(vii) The Car Management Agreement is evidenced by an original executed Car Management Agreement;

(viii) No warranty given by the manufacturer of the Cars shall be affected by the transactions contemplated herein and the manufacturer has complied, with such warranties in accordance with the terms thereof;

(ix) The Car Management Agreement (and the obligations which it evidences) is, and will continue to be, free and clear of all claims, defenses, set-offs, counterclaims, liens and encumbrances of every kind and nature except those resulting solely from the actions of Lender;

(x) Borrower shall accomplish all filing, recordation and other actions or procedures permitted or required by statute or regulation to perfect or protect Borrower's and Lender's respective interests in the Cars;

(xi) Borrower has obtained the consent of Manager to assignment and transfer of Borrower's interest under the Car Management Agreement to Lender;

(xii) The Car Management Agreement is a complete and exclusive statement of the entire agreement between Borrower and Manager with respect to the Cars.

(i) Borrower does not and has not at any time preceding the Closing Date, conducted business under or utilized any assumed or trade name other than "Icelease Partners, Ltd." or "Icelease."

(j) To the extent that Borrower or Manager wish to enter written lease agreements with any entity other than Vogt for lease or use of the Cars, any such lease agreement shall be submitted to Lender for prior review and approval. A condition of Lender's approval to any lease or use of the Cars by an entity other than Vogt shall be the requirement that all of Borrower's and Manager's interests under the lease be assigned to Lender and that the interest of the lessee or user will be at all times subject to the prior interest of Lender. The term "written lease agreement" does not include any agreements with respect to placing the Cars in the national car pool, except to the extent that such agreements create any property interest of the user of the Cars in the Cars.

6. Duration of Security Interest. Lender, its successors and assigns, shall hold the security interest created hereby upon the terms of this Agreement, and this Agreement shall continue until the Secured Obligations have been performed, executed, or paid in full.

7. Certain Notices. Borrower shall notify Lender of any change of location of its chief place of business at least fifteen (15) days prior to effecting any such change.

8. Covenants. To induce Lender to enter into this Agreement, Borrower agrees as follows:

(a) Covenant Not to Dispose of or Impair Collateral. Borrower shall not, without the prior written consent of Lender, sell, transfer or otherwise dispose of the Collateral, or any part thereof or interest therein, except as permitted under this Agreement. Borrower shall not permit any of the Collateral to be levied upon under any legal process, nor shall Borrower permit anything to be done that could impair the value of the Collateral or the security intended to be provided by this Agreement.

(b) Collateral to be Free from Encumbrances. The Collateral shall be and shall remain free and clear of security interests, claims, liens, encumbrances and rights of others, created by or through Borrower, except for the rights of Lender under this Agreement, Manager under the Car Management Agreement and Vogt under the Use Agreement.

(c) Payment of Taxes. Borrower shall pay or cause to be paid all taxes, assessments and charges with respect to the Cars, including, without limitation, all taxes imposed on or measured by its net income, if the failure to pay such taxes could result in

any reduction of the amounts payable to Lender or the imposition of any lien against the Collateral, the Car Management Agreement or the Receipts. Borrower shall not be required to pay, or cause to be paid, any tax or other charge under this paragraph if and so long as it shall in good faith and by appropriate legal proceedings contest the validity of such tax or charge in any reasonable manner that will not endanger the interest of Lender in the Collateral under this Agreement or the interest of Manager under the Car Management Agreement. If Borrower shall fail to pay or cause to be paid any tax, assessment or charge with respect to the Cars and is not contesting such tax, assessment or charge in accordance with the preceding sentence, and Lender shall have given written notice to Borrower of its intention to pay such tax, assessment or charge, and, after 10 days from giving of such notice, the tax, assessment, charge is still unpaid, then Lender may, but is not obligated to, pay such amount, and such payment shall be deemed conclusive evidence of the legality or validity of such amount.

(d) Insurance. Borrower, at its own cost and expense, shall maintain insurance (or cause Manager to maintain insurance) sufficient to cover the replacement cost of the Collateral and shall cause the Lender to be named as an additional insured and loss payee on the insurance policies with respect to such Cars.

(e) No Transfers by Borrower. Borrower shall not sell, assign, or transfer its rights under this Agreement, the Car Management Agreement, the Use Agreement, or in, to or under any of the Collateral except as provided in this Agreement.

(f) No Waiver or Release of Manager. Without Lender's prior written consent, Borrower shall not waive, excuse, condone, forgive or in any manner release or discharge Manager from such Manager's obligations, covenants, conditions and agreements under the Car Management Agreement that are intended to satisfy Borrower's obligations under this Security Agreement or to preserve and protect the interest of Lender in the Car Management Agreement and the Cars, including, without limitation, the obligations of Manager to remit Receipts to Borrower (or, after an Event of Default, to Lender) in the manner and at the time and place specified in such Car Management Agreement. Without Lender's prior written consent, Borrower shall not enter into any agreement or take any action the result of which would be to amend, modify or terminate the Car Management Agreement or Manager's obligations thereunder.

(g) Borrower's Rights Subordinate. Borrower's rights to any Receipts shall be subordinate to Lender's rights assigned under this Agreement. At any time Lender is entitled to exercise its remedies under this Agreement, Lender shall have the sole and exclusive right to exercise and enjoy the benefits, rights and privilege of Borrower under the Car Management Agreement. To that end, at all such times and unless and until the obligations of Borrower under this Agreement have been discharged in full, Borrower shall not seek recovery of any amounts which are a part of the Collateral, shall not modify or terminate the Car Management

Agreement, shall not exercise the remedies available under any leases or agreements with respect to the Cars, except in cooperation with and for the benefit of Lender.

(h) Notice of Events of Default. Borrower promptly shall notify Lender of any Event of Default of which it has knowledge, or any event that, with the giving of notice or the lapse of time or both would become an Event of Default, or the occurrence of an Event of Default of which Borrower has or obtains knowledge.

(i) UCC Financing Statements.

(i) With respect to the Collateral, on or prior to the Closing Date, Borrower shall prepare, sign and/or have signed by all parties, and file the following UCC financing statements, in form and substance satisfactory to Lender:

(A) A UCC financing statement naming Borrower as debtor and Lender as Secured Party, and describing as collateral the Collateral.

(ii) Borrower shall cause to be filed all UCC financing statements required by this paragraph in accordance with applicable law, and in all offices necessary or desirable (including, without limitation, any office in which Lender specifically requests). Borrower shall pay all costs, expenses, taxes and/or fees associated with any such filing. Lender may file any such financing statements at its discretion. Borrower shall, upon demand, reimburse Lender for any and all costs, expenses, taxes and/or fees that Lender incurs in connection therewith. Until reimbursement, such costs, expenses, taxes and/or fees shall be a part of the Secured Obligations.

(iii) To the extent that Borrower wishes to enter into a lease with respect to the Cars, with Lender's prior written consent, Borrower shall prepare, sign and/or have signed by all parties, and file the following UCC financing statement, in form and substance satisfactory to Lender: A UCC financing statement naming Borrower as lessor/secured party, the lessee as lessee/debtor, and Lender as assignee of the lessor/secured party, and describing as collateral, the Cars.

(j) Filing of Security Agreement with the ICC. On or prior to the Closing Date, Borrower shall cause the Security Agreement to be filed with the ICC and the ICC to acknowledge receipt of such filing. Borrower shall, upon demand, reimburse Lender for any and all costs, expenses, taxes and/or fees that Lender incurs in connection therewith. Until reimbursement, such costs, expenses, taxes and/or fees shall be a part of the Secured Obligations.

(k) On or prior to the Closing Date, Borrower shall cause Vogt to execute and deliver the Notice of Assignment and Consent, in the form attached hereto as Annex E.

(1) On or prior to the Closing Date, Borrower shall cause the Railroad to execute and deliver the Notice of Assignment and Consent, in the form attached hereto as Annex F.

9. Default. At the option of Lender, the happening of any of the following events shall constitute a default under this Agreement (an "Event of Default"):

(a) Failure of the obligor thereof to pay within 10 days after the due date any Secured Obligation, or any installment of any Secured Obligation.

(b) The occurrence of any Event of Default, as described in this Agreement or under the Note, or under any other instrument or agreement providing security for the Secured Obligations.

(c) Failure of Borrower to keep or perform or observe any term, obligation or provision of this Agreement not referenced in paragraphs (a) or (b) of this Section 9, which failure has not been fully corrected within thirty (30) days after written notice has been given to Borrower of such failure.

(d) Any warranty, representation or statement made herein or otherwise furnished to Lender by or on behalf of Borrower with respect to this Agreement, the Car Management Agreement, or the Use Agreement, proves to be false in any material respect.

(e) Loss, theft, damage, or destruction of any material part of the Collateral if the loss is not insured against in accordance with this Agreement.

(f) Except as otherwise permitted under this Agreement, encumbrance of any of the Collateral, or the making of a levy, seizure or attachment thereof or thereon.

(g) The sale or other disposition of the Collateral or any interest therein, or the creation of any lien in the Collateral, either of which is not permitted under this Agreement and is without the prior written consent of Lender.

(h) The Collateral directly or indirectly becomes the subject matter of civil or criminal litigation or any administrative enforcement proceeding which could, in the reasonable opinion of Lender, result in (i) substantial impairment of, or loss of, the security interests intended to be provided by this Agreement, or (ii) forfeiture of any portion of the Collateral that Lender deems significant to the federal government or any state government or agency thereof.

10. Remedies. Upon the occurrence of any Event of Default, Lender may at its option declare any and all of the Secured Obligations to be immediately due and payable; and, in addition to that right, and in addition to exercising all other rights or remedies, Lender may proceed to exercise with respect to the

Collateral all rights, options and remedies of a secured party upon default as provided for under the Uniform Commercial Code. The rights of Lender upon an Event of Default shall include, without limitation, the following:

(a) The right to enter any premises where any Collateral may be located for the purpose of taking possession or removing the same.

(b) The right to require Borrower to assemble the books and records with respect to the Car Management Agreement and make them available to Lender at a place to be designated by Lender which is reasonably convenient to Borrower and Lender.

(c) The right to require Borrower to assemble the Cars and other Collateral and make them available to Lender at a place to be designated by Lender which is reasonably convenient to Borrower and Lender.

(d) The right to require Borrower to store the Cars and other Collateral, at its own cost and risk, on behalf of Lender after Lender has retaken possession of such Cars and Collateral. Storage shall be in such manner as to prevent any deterioration of such Cars and Collateral, and shall be for a reasonable time pending the sale or other disposition of such Cars and Collateral.

(e) The right to sell all or any part of the Collateral at public or private sale in one or more lots in accordance with Uniform Commercial Code. Lender may bid upon and purchase any or all of the Collateral at any public sale thereof, and shall be entitled to apply the unpaid portion of the Secured Obligations as a credit against the purchase price. Lender shall be entitled to apply the proceeds of any such sale to the satisfaction of the Secured Obligations and to expenses incurred in realizing upon the Collateral in accordance with the Uniform Commercial Code.

(f) The right to notify Manager and any lessees or obligors of Lender's interest and to require Manager, lessees and obligors to begin making payments directly to Lender. Lender shall have the right to proceed against Manager and any lessee or obligor in its own name, or in the name of Borrower with or without the consent of Borrower. Lender may retain any such payments or collections and apply them to the satisfaction of the Secured Obligations and to expenses incurred in collection, all in accordance with the Uniform Commercial Code.

(g) The right to notify Vogt with respect to Lender's interest in the Use Agreement and to require Manager and Vogt to begin making payments directly to Lender. Lender shall have the right to proceed against Vogt in its own name, or in the name of Borrower with or without the consent of Borrower. Lender may retain any such payments or collections and apply them to the satisfaction of the Secured Obligations and to expenses incurred in collection, all in accordance with the Uniform Commercial Code.

(h) The right to recover the reasonable expenses of taking possession of any of the Collateral that may be reduced to possession, preparing the Collateral for sale, selling the Collateral, collecting all or any part of Receipts, and other like expenses, together with court costs and reasonable attorneys' fees incurred in realizing upon the Collateral or enforcing any provision of this Security Agreement.

(i) The right to retain the Collateral and become the owner thereof, in accordance with the provisions of the Uniform Commercial Code.

(j) The right to proceed by appropriate legal process at law or in equity to enforce any provision of this Agreement or in aid of the execution of any power of sale, or for foreclosure of the security interest of Lender, or for the sale of the Collateral under the judgment or decree of any court.

(k) The right to retain the Receipts collected by Lender, for application to the Secured Obligations.

(l) The right to retain the payments with respect to the Use Agreement collected by Lender, for application to the Secured Obligations.

Notwithstanding the foregoing, prior to exercising any remedies under this Section 10 following the occurrence of an Event of Default under Section 9(a) hereof, Lender agrees to give Vogt written notice of the occurrence of such Event of Default and to forbear exercising its remedies under Section 10 for a period of 5 days after the date of such notice. If Vogt pays to Lender an amount sufficient to cure such Event of Default, then such Event of Default shall be deemed cured, and, for so long as no subsequent Event of Default occurs, Lender shall continue to forbear from exercising its remedies pursuant to this Section 10. Vogt shall have the right to cure an Event of Default pursuant to Section 9(a) not more than on two consecutive occasions and not more than on five occasions in total during the term of the Term Note.

11. Mandatory Laws Governing Exercise of Remedies. All of the remedies under this Agreement are subject to the mandatory, non-waivable provisions of the laws of the jurisdiction in which Collateral is located or which governs the exercise of the remedies.

12. Cumulative Remedies. The rights and remedies of Lender shall be deemed to be cumulative, and any exercise of any right or remedy shall not be deemed to be an election of that right or remedy to the exclusion of any other right or remedy. Notwithstanding the foregoing, Lender shall be entitled to recover by the cumulative exercise of all remedies no more than the sum of (a) the Secured Obligations remaining outstanding at the time of exercise of remedies, plus (b) the costs, fees and expenses Lender is otherwise entitled to recover.

13. Waivers. Borrower acknowledges that this Agreement involves the grant of multiple security interests, and Borrower hereby waives, to the extent permitted by applicable law, (a) any requirement of marshalling assets or proceeding against persons or assets in any particular order, and (b) any and all notices of every kind and description which may be required to be given by any statute or rule of law and any defense of any kind which Borrower may now or hereafter have with respect to liability under this Agreement.

14. Collections of Receipts.

(a) Borrower has the right to collect from Manager the Receipts, so long as no Event of Default has occurred and is continuing. If any Event of Default has occurred and is continuing, Lender shall be entitled to collect all Receipts and to use the proceeds from any Receipts it collects, beginning twenty-four (24) hours after such Event of Default first occurs and while it is continuing, and apply those proceeds directly to the Secured Obligations. If Borrower collects Receipts, after an Event of Default has occurred and while it is continuing, it shall receive and hold the proceeds received from that collection in trust for Lender and shall turn over such proceeds to Lender immediately in the identical form received, if so requested by Lender. In the event of such satisfaction, Lender shall credit the proceeds as payment of the Loan and other Secured Obligations first to interest, then to principal. Any credit given to Borrower for Receipts in form other than cash shall be conditional upon final payment to Borrower in cash or solvent credit for the items, and if any item is not paid the amount of any credit given for it shall be charged to Borrower whether or not the item is returned, and such amount shall be a part of the obligations secured by this Security Agreement.

(b) If any Receipts and/or payments or collections with respect to the Cars shall be evidenced by a promissory note, trade acceptance or other instrument, Borrower shall immediately deliver such instrument to Lender, appropriately endorsed to Lender's order. Borrower authorizes Lender to endorse same on Borrower's behalf. Borrower hereby waives presentment, demand, notice of dishonor, protest and notice of protest and all other notices with respect thereto.

(c) If Lender desires, and upon Lender's demand, at any time when Lender may exercise remedies under this Agreement, Lender may at its option require that Borrower forthwith remit to Lender all checks, drafts, cash and other remittances in payment of or on account of Receipts to be deposited into a special bank account maintained with Lender over which Lender alone, to the exclusion of Borrower, has the power of withdrawal. The funds in such account shall be held by Lender for application toward the Secured Obligations. Such proceeds of Receipts shall be deposited in precisely the form received, except for the endorsement of Borrower where necessary to permit collection of items, which endorsement

Borrower agrees to make and which Lender is also hereby authorized to make in Borrower's name and on Borrower's behalf as attorney-in-fact. Pending such deposit, to the extent that Borrower may receive any Receipts at such time, Borrower agrees that it will not commingle any such checks, drafts, cash and other remittances with any other funds or property, but will hold them separate and apart therefrom in express trust for Lender until deposited in that special account. Lender will, once each day, apply the whole or any part of the collected funds on deposit in such special account against the principal or interest, or both, of the Note. Any portion of the funds in the special account which Lender elects not to apply as provided in the preceding sentence shall be paid over by Lender to Borrower.

15. Collection of Use Agreement Payments.

(a) Borrower has the right to collect from Vogt the Use Agreement Payments, so long as no Event of Default has occurred and is continuing. If any Event of Default has occurred and is continuing, Lender shall be entitled to collect all Use Agreement payments and to use the proceeds from any Use Agreement payments it collects, beginning twenty-four (24) hours after such Event of Default first occurs and while it is continuing, and apply those proceeds directly to the Secured Obligations. If Borrower collects Use Agreement payments, after an Event of Default has occurred and while it is continuing, it shall receive and hold the proceeds received from that collection in trust for Lender and shall turn over such proceeds to Lender immediately in the identical form received, if so requested by Lender. In the event of such satisfaction, Lender shall credit the proceeds as payment of the Loan and other Secured Obligations first to interest, then to principal. Any credit given to Borrower for Use Agreement payments in form other than cash shall be conditional upon final payment to Borrower in cash or solvent credit for the items, and if any item is not paid the amount of any credit given for it shall be charged to Borrower whether or not the item is returned, and such amount shall be a part of the obligations secured by this Security Agreement.

(b) Borrower shall have no power to, and shall not, waive, compromise or discount any Use Agreement Payments without the prior written consent of Lender.

16. Lender as Agent. Borrower hereby irrevocably constitutes Lender as its agent and attorney-in-fact at any time during any period when Lender may exercise remedies under this Agreement, to (a) proceed against Manager, any obligor under the Car Management Agreement, and/or Vogt, in Borrower's name or in Lender's name, and (b) sign and endorse all checks, drafts and other instruments in payment of Receipts or pursuant to any Car Management Agreement Security, or pursuant to the Use Agreement and (c) perform all such other acts with respect to Receipts, and/or Car Management Agreement, and/or the Use Agreement as Lender may in its discretion

deem necessary to effectuate the security intended to be granted in this Agreement.

17. Books, Records and Financial Information. Borrower shall maintain books and records with respect to the Collateral in form and manner reasonably satisfactory to Lender, and Lender shall have the right during business hours with reasonable notice to inspect any of the books and records of Borrower relating to the Collateral or the proceeds thereof. Borrower further agrees from time to time to furnish such reports, data and financial statements with respect to the Collateral as Lender may reasonably request from time to time.

During the term of the Security Agreement, Borrower shall comply with all of the following provisions:

(a) Annual Statements. As soon as available, and in any event within one hundred twenty (120) days after the end of each fiscal year, Borrower shall furnish to Lender a balance sheet, income statement, and statement of profit and loss for such fiscal year just ended audited by the independent firm of certified public accountants which regularly performs accounting services for Borrower (the "CPA Firm"), and which is reasonably satisfactory to Lender.

(b) Quarterly Financial Statements. As soon as available, and in any event within forty-five (45) days after the close of each fiscal quarter, Borrower shall furnish Lender with a balance sheet income statement, statement of profit and loss, a statement of Revenues received by Icelease from lease or use of the Cars, and a statement of Use Agreement Payments received by Icelease from Vogt for the quarter just ended (accompanied by a comparison of such statement to the financial statement for the last preceding quarterly period previously furnished to Lender), either audited by the CPA Firm or unaudited but accompanied by a certificate signed by the chief financial officer of Borrower stating that such statements have been properly prepared in accordance with generally accepted accounting principles consistently applied, as in effect in the United States from time to time ("GAAP"), and are correct (subject to audit and year end adjustments).

(c) Additional Financial Information. Borrower shall deliver to Lender:

(1) Within ten days after the filing any of the following which might have a material effect on the Security agreement or any of Borrower's obligations thereunder: (A) with the Secretary of State of the Commonwealth of Kentucky, certified copies of all amendments to Borrower's Articles of Limited Partnership and (B) with the appropriate governmental authority, copies of all regulatory reports, filings or notices which Borrower is required to submit, including, but not limited to, reports, filings or notices to the United States Securities and Exchange

Commission, the Internal Revenue Service, and the United States Department of Labor.

(2) Such additional information with respect to the financial condition of Borrower as may be reasonably requested by Lender from time to time, to the extent that such information might have a material bearing on the Security Agreement, or Borrower's obligations thereunder.

18. Filing Fees. Borrower shall pay all costs of filing any financing, continuation or termination statement necessary to perfect or protect or to maintain or terminate the perfection or protection of Lender's security interest created by this Agreement; or shall, upon demand, reimburse Lender for such costs, and until reimbursement such costs shall be a part of the obligations secured by this Agreement.

19. Certain Rights and Obligations Regarding Collateral.

(a) Borrower shall (or cause the Lessor to) keep and maintain the Cars and the Collateral, or cause the Collateral to be kept and maintained, in good condition and repair, normal wear and tear excepted, and otherwise keep (or cause the Lessor to keep), or cause to be kept and maintained, the Cars and the Collateral under adequate condition of storage to prevent its deterioration or depreciation in value.

(b) If Borrower shall fail to provide or cause to be provided insurance pursuant to this Agreement, Lender may, but is not obligated to, pay for such insurance. Borrower shall promptly reimburse Lender for any payments made pursuant to this paragraph, and until reimbursement, such payments shall be a part of the obligations secured by this Agreement.

20. Use of Collateral. Borrower shall not use the Collateral in violation of any statute or ordinance, and Lender shall have the right, at reasonable hours, to inspect the Collateral wherever the Collateral may be located.

21. Lease. Borrower may lease its rights with respect to the Cars to a third party under a lease, such lease to be in such form and contain such terms and provisions as are satisfactory to Lender (except that Borrower may place the Cars in the National Carpool without Lender's prior written consent so long as no property interest in the Cars is created thereby). Lender shall be assigned all of Borrower's rights against the lessee under such lease. Further, Borrower shall cause the lessee to file such financing, continuation and/or termination statements as are necessary to perfect or protect or to maintain Lender's security interest in such lease and related Collateral created by this Security Agreement.

22. Notice. Any requirement of the Uniform Commercial Code of reasonable notice shall be met if such notice is given at least

ten (10) business days before the time of sale, disposition or other event or thing giving rise to the requirement of notice. All notices or communications under this Agreement shall be in writing and shall be given to Liberty at the address listed in the preamble.

23. Further Assurances. Borrower shall sign from time to time such other documents and instruments, and take such other action, as Lender may request to create and maintain more fully the security interest in the Collateral intended to be created in this Agreement, and to perfect and/or protect any such interest. Without limiting the foregoing, Borrower shall take such action as may be necessary to have Lender's security interest noted on the certificates of title to which such Collateral is subject. Borrower agrees that its obligations under this Section 23 are material aspects of the protections intended to be provided to Lender under this Agreement and may be specifically enforced.

24. Miscellaneous.

(a) Failure by Lender to exercise any right shall not be deemed a waiver of that right, and any single or partial exercise of any right shall not preclude the further exercise of that right. Every right of Lender shall continue in full force and effect until such right is specifically waived in a writing signed by Lender.

(b) If any part, term or provision of this Agreement is held by any court to be prohibited by any law applicable to this Agreement, the rights and obligations of the parties shall be construed and enforced with that part, term or provision enforced to the greatest extent allowed by law, or if it is totally unenforceable, as if this Agreement did not contain that particular part, term or provision.

(c) The headings in this Agreement have been included for ease of reference only, and shall not be considered in the construction or interpretation of this Agreement.

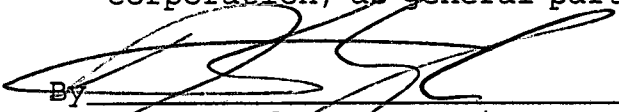
(d) This Agreement shall inure to the benefit of Lender, its successors and assigns, and all obligations of Borrower shall bind its successors and assigns.

(e) To the extent allowed under the Uniform Commercial Code, this Agreement shall in all respects be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, Borrower and Lender have executed and delivered this Agreement as of the date set out in the preamble hereto, but actually on the dates set forth below.

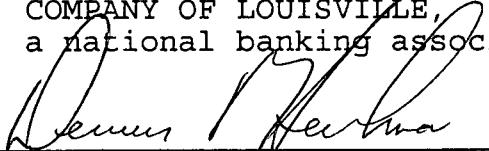
BORROWER: ICELEASE PARTNERS, LTD.,
a Kentucky limited partnership

By: OPM Services, Inc., a Kentucky
corporation, as general partner

By 
W. Kent Oyler, Executive Manager

Date: 7/30/93

LENDER: LIBERTY NATIONAL BANK AND TRUST
COMPANY OF LOUISVILLE,
a national banking association

By 
Dennis Heishman, Vice President

Date: 7-30-93

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

On this 30th day of July, 1993 before me personally appeared W. Kent Oyler, to me personally known, who being by me duly sworn, said that he is the Executive Manager of OPM Services, Inc., the general partner of Icelease Partners, Ltd., that said instrument was signed on behalf of said partnership by authority of its general partner, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said partnership.


A. Cathy Nottingham
Signature of Notary Public

My commission expires: 8/31/93

(Seal)

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

On this 30th day of July, 1993 before me personally appeared Dennis Heishman, to me personally known, who being by me duly sworn, said that he is a Vice President of Liberty National Bank and Trust Company of Louisville, that said instrument was duly authorized and signed on behalf of the Bank, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Bank.


A. Cathy Nottingham
Signature of Notary Public

My commission expires: 8/31/93

(Seal)

Annex A

DESCRIPTION OF CARS

The Cars consist of four 195-ton capacity, type FM, flat bed railcars with a 55-foot loading deck, manufactured by DIFCO, Inc., and bearing the following road numbers:

PAL - 50000
PAL - 50001
PAL - 50002
PAL - 50003

Annex B

CAR MANAGEMENT AGREEMENT

CAR MANAGEMENT AGREEMENT

30th THIS CAR MANAGEMENT AGREEMENT, made and entered into as of the day of July, 1993, between ICELEASE PARTNERS, LTD., a Kentucky limited partnership, with offices at 111 E. Kentucky Street, Louisville, Kentucky 40203, hereinafter called "Icelease", and PADUCAH & LOUISVILLE RAILWAY, INC., a Kentucky corporation with its principal office at 1500 Kentucky Avenue, Paducah, Kentucky 42003, hereinafter called "P&L".

WITNESSETH:

WHEREAS, Icelease has delivered to P&L certain railroad cars specifically designated or to be specifically designated for the purposes in this Agreement; and

WHEREAS, Icelease desires that P&L manage such cars upon the terms and conditions of this Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

(1) Cars To Be Furnished. P&L agrees to manage on behalf of Icelease during the term of this Agreement, the railroad cars to be provided to P&L under the terms and conditions and for the fees hereinafter after set forth, which cars are hereinafter called the "Car", or "Cars" if more than one item of equipment is provided under this Agreement.

Any additional descriptions of the Car(s), including any Association of American Railroad or any successor thereto (A.A.R.) mechanical designation, identifying marks, road or serial numbers, are set forth in Appendix A hereto. Icelease may designate additional Cars for P&L's management under this Agreement. When any such subsequent delivery of

Cars is made, an amendment to Appendix A shall be executed by the parties indicating the type and description of the Cars involved. Upon acceptance by P&L of any subsequently delivered Cars, the provisions of this Agreement shall become fully applicable thereto.

P&L shall perform all duties relating to the management of the Cars pursuant to and in accordance with all laws, rules, regulations and orders governing hire, use, condition, repair and all other matters pertaining to the interchange of freight, including those adopted by the AAR, Interstate Commerce Commission, U.S. Department of Transportation or any other authorized entity ("Interchange Rules").

(2) Term Of Agreement. The initial term of this Agreement for any Cars delivered hereunder shall commence upon their acceptance by P&L, as provided for in Paragraph (3) hereof, and shall terminate six (6) years thereafter. Thereafter, this Agreement shall continue for successive one (1) year renewal terms unless otherwise terminated by either party at any time during any renewal term upon giving the other party ninety (90) days' prior written notice.

(3) Acceptance Of Cars By P&L. Each of the Cars shall be subject to P&L's approval, which shall not be unreasonably withheld, and shall be deemed accepted by P&L and a part of this Agreement only upon receipt by Icelease of acceptance in writing by a duly authorized representative of P&L. Such acceptance shall only indicate that P&L has agreed to accept the Cars for management purposes and does not indicate or imply that P&L expresses any opinion whatsoever with respect to the condition of the Cars. Except as otherwise provided by the Interchange Rules or Paragraph 10 hereof, it is understood that Icelease accepts all responsibility for the condition of the Cars and will accept

complete responsibility as between these parties for any property damage or personal injury or loss of life related to the use of the Cars.

(4) Delivery, Use Of Cars and Marking. Upon acceptance, Icelease shall make available to P&L at Icelease's expense and P&L agrees to accept the Cars at an interchange point on the P&L. The Cars shall be dedicated and placed in assignment to Henry Vogt Machine Company ("Vogt"). The Cars shall not be used by P&L, except with prior written consent of Icelease or Vogt, for any other shipments other than shipments by Vogt. P&L shall use the Cars at all times (i) in conformity with all applicable laws, regulations and requirement, including the Interchange Rules; (ii) in a careful and prudent manner; and (iii) only within the continental United States. P&L agrees to apply its reporting marks to the Cars, notwithstanding that title to them shall at all times remain in Icelease, and P&L agrees to apply appropriate marks on the Cars to show title in Icelease. Icelease will also cause each Car to be marked with P&L's road numbers referred to in Appendix A. Such road numbers shall not be changed while the Cars are subject to this Agreement except by agreement of both parties.

P&L shall cause, at Icelease's expense, each Car to be kept numbered with such Car's identifying number as set forth in Schedule A hereto and conspicuously marked by a plate or stencil printed in contrasting color upon each side of each Car in letters not less than one inch in height the following legend:

"OWNERSHIP SUBJECT TO A SECURITY AGREEMENT FILED WITH THE
INTERSTATE COMMERCE COMMISSION."

with appropriate changes thereof and additions thereto as from time to time may be

required by law in order to protect the title of Icelease to such Car and the rights of Liberty National Bank and Trust Company of Louisville ("Lender") in such Car. The P&L shall replace promptly any such names and word or words which may be removed, obliterated, defaced or destroyed. P&L acknowledges and consents to Icelease's assignment and granting to Lender of a security interest in the Cars and in the revenues remitted to Icelease hereunder, pursuant to the Security Agreement.

Except as above provided, P&L will not allow the name of any person to be placed on the Cars as a designation that might be interpreted as a claim of ownership; provided, however, that P&L may cause the Cars to be lettered with the names or initials or other insignia of P&L customarily used by P&L on railroad equipment.

(5) Monthly Fees. P&L shall collect from users of the Cars on behalf of Icelease, fees for car hire, mileage, use and destination fees and other similar fees (the "Receipts"). The collected Receipts shall be Icelease's property, subject to P&L's right to pay itself monthly fees, management fees, advanced maintenance expenses, and all other fees and expenses described herein due to P&L as such fees and expenses are earned by P&L, and shall be held in trust for Icelease. As consideration for P&L's services rendered subject to this Agreement, Icelease agrees to pay fees to P&L in an amount equal to 10% of the net total of all Receipts that are generated by the Cars, excluding all use and heavy duty detention fees paid by Vogt and payments under the Rail Car Use Agreement between Icelease and Vogt, all of which shall be remitted directly to Icelease without reduction. P&L shall deduct its fee from the Receipts and pay the balance to Icelease promptly after collection (no less often than monthly) along with a written report detailing such receipts,

deductions and related information.

(6) Management Fee. In addition to the monthly fee provided for by paragraph 5, Icelease agrees to pay to P&L a management fee, for management of the Cars, in the amount of \$250.00 per Car per month payable monthly. The management fee will be billed by P&L and payment will be due on the last day of the month following the billable month and can be deducted from the Car earnings.

(7) Late Charges. Delinquent payment of any fees payable by either party to the other provided for herein shall bear interest at the rate of $1\frac{1}{2}$ % per month if not prohibited by law, otherwise at the highest lawful contract rate.

(8) Maintenance Or Repairs. P&L agrees that it shall comply with and maintain the Cars in accordance with all governmental laws, regulations and requirements, including the Interchange Rules, with respect to the use, maintenance and operation of the Cars during the continuance of this Agreement. Unless otherwise required by the Interchange Rules, any costs and expenses of maintaining the Cars in accordance with this Paragraph shall be the responsibility of Icelease and any such amounts advanced by P&L will be billed by P&L to Icelease on a calendar monthly basis. Payment of maintenance bills will be due by the last day of the month following the month billed.

(9) Cars Removed from Service. In the event of the loss or destruction of any Cars from any cause whatsoever during the term of this Agreement, Icelease or its insurer shall have the rights of subrogation and indemnification to and for any claim for loss or destruction and may thereunder, at its option, assume the right to collect its claim for the value of such Car from the party responsible and liable for the loss or destruction of the

Car.

In furtherance of the foregoing, P&L hereby authorizes and empowers Icelease in Icelease's own name, or in the name of and as attorney hereby irrevocably constituted for P&L to ask, sue for, collect, receive and enforce any and all rights to which P&L may be entitled by reason of the destruction of the said Car. Icelease shall have the right, but not the obligation, to substitute for any destroyed Car another Car of the same type and capacity and all management and rental fees with respect to such substituted Car shall commence upon delivery of such substituted Car to P&L.

(10) NO WARRANTIES. EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND RESPECTING THE CARS, WHETHER STATUTORY, WRITTEN, ORAL OR IMPLIED, AND EACH PARTY SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DANGER OR CONDITION OF THE CARS.

(11) Indemnity. As a part of the consideration for this Agreement without which the services to be rendered by P&L would not be provided, Icelease does hereby agree to indemnify and hold P&L harmless for any and all loss, damages, claims, actions, causes of actions and expenses, including without limitation, attorney fees (collectively, "Damages") for personal injury or loss of life and property damage arising out of or in any manner directly or indirectly related to the use, transportation or movement of the Cars or the actions of P&L pursuant to this Agreement, excluding all Damages arising from any misrepresentation or breach by P&L hereunder or P&L's gross negligence or intentional

misconduct in the performance of its obligations hereunder, and P&L agrees to indemnify and hold Icelease and Vogt harmless for all such excluded Damages.

(12) Payment of Taxes, Liens and Other Items. The following additional costs and expenses shall be the responsibility of Icelease:

(a) All license fees, assessments and sales, use, tariffs, property and other tax or taxes now or hereafter imposed by any State, Federal or local government upon the Cars or upon the use thereof, whether assessed in the name of Icelease or P&L (excluding income taxes payable by P&L);

(b) The cost and expense of removing P&L markings from the Car upon termination of this Agreement.

(13) Assignment. Except as otherwise provided in Section 4, neither party shall assign its interest in this Agreement without the prior written consent of the other; however, such consent shall not be unreasonably withheld.

If Lender should notify the parties that Icelease is in default under any financing agreements between Lender and Icelease, and that P&L should make payments hereunder due after the date of receipt of such written notice directly to Lender. P&L shall make all payments hereunder due after the date of receipt of such notice directly to Lender.

(14) Remedies. If either party shall fail to perform any of its obligations hereunder, the other party shall give written notice to the breaching party, and if the breaching party shall fail to cure within thirty (30) days of such notice, the other party, at its election, may terminate this Agreement immediately.

If a petition in bankruptcy, or for reorganization, or for a trustee or receiver is filed by or against either party (unless such petition shall be dismissed within thirty (30) days from the filing or other effective date thereof, or shall, within such period be nullified,

stayed or otherwise rendered ineffective, or unless any such receiver(s) or trustee(s) shall, within thirty (30) days from the date of his or their appointment, adopt this Agreement pursuant to due authority of the Court of his or their appointment), then and in any such event, the other party may, at its option, declare this Agreement terminated. If such other party waives its said rights or does not declare this Agreement terminated, all parties' obligations hereunder shall continue. The aforesaid remedies shall not be deemed exclusive, but shall be cumulative and in addition to all other rights and remedies given or provided by law or in equity.

No delay or failure on the part of either party to exercise any rights hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise thereof, and no act or omission to act by either party against the other party or against any Car, or any delay or indulgence granted or allowed by either party, shall prejudice any of the rights of the other.

(15) Termination And Return Of Cars. At the end of the term of this Agreement, or upon any termination thereof as provided herein, P&L shall forthwith surrender possession of the Cars (except Cars previously removed from service) to Icelease at such point or points mutually agreed between the parties where the Cars may then be located. From the time of such surrender, the Cars shall become and remain the responsibility of Icelease. P&L agrees to take such action reasonably requested of it in connection with the return of the Cars, including without limitation, the re-marking and relocation thereof, provided, however, such actions shall be at the expense of Icelease.

(16) Recordation. Icelease, at its option, may cause this Agreement to be filed and recorded with the Interstate Commerce Commission under the Interstate Commerce Act in order to publish notice of, and to protect title of Icelease to the Cars. P&L shall execute any and all other and further instruments as shall reasonably be requested by Icelease to assure such publication and such protection of such title. Icelease shall pay all costs, charges, and expenses, including all recording and registration taxes and fees, incident to the filing, registering and/or recording of this Agreement and of any instruments of further assurance hereunder.

(17) Inspection. Icelease and Lender shall have reasonable access to the Cars for the purpose of inspecting and examining them to ensure P&L's compliance with its obligations hereunder.

(18) Liens. P&L shall keep the Cars free from any and all encumbrances or liens in favor of anyone claiming by, through or under P&L which may be a cloud upon or otherwise affect Icelease's title to the Cars, and P&L shall promptly notify Icelease of and discharge any such lien, encumbrance or legal process.

(19) Additional Representations, Warranties and Covenants of P&L. P&L further represents, warrants and covenants that:

(i) Insofar as it is material to Icelease's rights and P&L's obligations hereunder, P&L has the corporate power and authority to and is duly qualified and authorized to (a) do business wherever necessary to carry out its present business and operations, (b) own or hold under lease its properties, and (c) perform its obligations hereunder.

(ii) The entering into and performance of this Agreement by P&L has been duly authorized by all necessary corporate authority and will not violate any judgment, order, law or regulation applicable to P&L or result in any breach of, or constitute a default under, any agreement of P&L. Nor will P&L's entering into and performance of this Agreement result in the creation of any lien, charge, security interest or any encumbrance upon any assets of P&L or on the Cars or this Agreement pursuant to any instrument to which P&L is a party or by which it or its assets may be bound.

(iii) There is no action or proceeding pending or threatened against P&L before any court, administrative agency or other governmental body which might result in any material adverse effect on the business, properties and assets, or condition, financial or otherwise, of P&L such that P&L's ability to perform its obligations hereunder would be materially or adversely affected.

(iv) During the term of this Agreement, P&L will cause the foregoing representations and warranties to remain true and correct in all material respects.

(20) All Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

(21) Execution In Counterparts. This Agreement may be simultaneously executed in two or more counterparts, each of which shall be deemed to be an original, and such counterparts together shall constitute but one and the same agreement which shall be sufficiently evidenced by any such original counterpart.

(22) Notice In Writing. Any notice, demand or other communication hereunder shall be in writing and shall be deemed to have been duly given when personally delivered

or deposited in the mail, first class postage prepaid, or delivered to a telegraph office, charges prepaid, addresses as follows:

If to Icelease: ICELEASE PARTNERS, LTD.
111 E. Kentucky Street
Louisville, KY 40203

Attn: Executive Manager

If to P&L: PADUCAH & LOUISVILLE RAILWAY, INC.
President & Chief Executive Officer
1500 Kentucky Avenue
Paducah, Ky 42003

or addressed to either party at such other address as such party hereafter furnish to the other in writing.

(23) Laws Governing. The provisions of this Agreement and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

(24) Complete Agreement. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof. This Agreement may not be amended or changed in any respect except by a written instrument signed by all parties.

* * * * *

IN WITNESS WHEREOF, Icelease and P&L, respectively have caused these presents to be signed in their respective corporate names as of the day and year above written.

Witness:

J. Ramo

PADUCAH & LOUISVILLE RAILWAY, INC.

By: *[Signature]*

Witness:

Quinn Heilman

ICELEASE PARTNERS, LTD.
OPM SERVICES, INC., General Partner

By: *[Signature]*
W. Kent Oyler, Executive
Manager

jtg\vogt.2

APPENDIX A

UNITS

<u>EQUIPMENT</u>	<u>QUANTITY</u>	<u>REPORTING MARKS</u>
Difco, Inc. 55' (Loading Deck) 195-Ton Capacity, Type FM, Flat Cars	4	PAL-50,000 PAL-50,001 PAL-50,002 and PAL-50,003

TERM NOTE

\$800,000.00

July 30, 1993
Louisville, Kentucky

For value received, ICELEASE PARTNERS, LTD., a Kentucky limited partnership (the "Borrower"), with an address of 1000 West Ormsby Avenue, Louisville, Kentucky 40210-1810, promises to pay to the order of LIBERTY NATIONAL BANK AND TRUST COMPANY OF LOUISVILLE, a national banking association (the "Lender"), 416 West Jefferson Street, Louisville, Kentucky 40202, the principal sum of \$800,000.00 together with interest as hereinafter provided, in lawful money of the United States of America, in the manner set forth herein and with a final maturity date of July 30, 1999 (the "Maturity Date").

The principal of this note shall bear interest on the unpaid balance thereof at an annual rate of seven and 46/100 percent (7.46%), computed daily. Interest on this note shall accrue from the date of this note until the entire principal balance of and all accrued interest on this note have been paid in full.

Principal and interest on this note shall be payable in equal monthly installments in arrears, commencing on the second day of September, 1993 and continuing on the second day of each month thereafter through and including July 2, 1999, and on July 30, 1999, on which date the entire outstanding balance of this note shall be due and payable.

All payments of principal and interest and any other sums due under this note shall be made in immediately available funds to the Lender at the address noted above. Payments on this note will be applied first to penalties and costs, if any, as provided in the Agreement (defined below), second to accrued but unpaid interest on this note, and third to principal of this note. All interest on this note shall be computed on the basis of the actual number of days elapsed over an assumed year of three hundred sixty (360) days.

This note is issued pursuant to the Security Agreement (the "Agreement") dated as of July 30, 1993, between the Lender and the Borrower and is secured by the security interests described in the Agreement. Capitalized terms not otherwise defined herein shall have the meanings given them in the Agreement.

The occurrence of an Event of Default shall be a default under this note. Upon any default under this note, the holder of this note may, at its option, and without notice, declare the entire unpaid balance of, and all accrued interest on, this note to be immediately due and payable.

COPY

All or any part of the outstanding principal amount of this note may be prepaid at any time without penalty; provided, however, that the Lender shall have no obligation to advance, and the Borrower shall have no right to reborrow, any amounts so repaid. All prepayments shall be applied in accordance with the terms of the Agreement.

Failure of the holder of this note to exercise any of its rights and remedies shall not constitute a waiver of any provision of this note or of the Agreement or of any of such holder's rights and remedies, nor shall it prevent the holder from exercising any rights or remedies with respect to the subsequent happening of the same or similar occurrences. All remedies of the holder hereof shall be cumulative to the greatest extent permitted by law. Time shall be of the essence of payment of all payments of interest and principal on this note.

If there is any default under this note, and this note is placed in the hands of an attorney for collection, or is collected through any court, including any bankruptcy court, the Borrower promises to pay to the order of the holder hereof such holder's reasonable attorneys' fees and court costs incurred in collecting or attempting to collect or securing or attempting to secure this note or enforcing the holder's rights with respect to any collateral securing this note, to the extent allowed by the laws of the Commonwealth of Kentucky or any state in which any collateral for this note is situated.

This note has been delivered in, and shall be governed by and construed in accordance with the laws (including, without limitation, the conflicts of laws rules) of the Commonwealth of Kentucky. The invalidity or unenforceability of any provision of this note shall not impair the validity or unenforceability of any other provision of this note.

All parties to this instrument, whether makers, sureties, guarantors, endorsers, accommodation parties or otherwise, shall be jointly and severally bound, and jointly and severally waive presentment, demand, notice of dishonor, protest, notice of protest, notice of nonpayment or nonacceptance and any other notice and all due diligence or promptness that may otherwise be required by law, and all exemptions to which they may now or hereafter be entitled under the laws of the Commonwealth of Kentucky or of the United States of America or any state thereof. The holder of this instrument may, whether one or more times, with or without notice to any party, and without affecting the obligations of any maker, surety, guarantor, endorser, accommodation party or any other party to this note (1) extend the time for payment of either principal or interest from time to time, (2) release or discharge any one or more parties liable on this note, (3) suspend the right to enforce this note with respect to any persons, (4) change, exchange or release any property in which the holder has any interest securing this note, (5) justifiably or otherwise, impair any collateral securing this note or suspend the right to enforce

against any such collateral, and (6) at any time it deems it necessary or proper, call for and should it be made available, accept as additional security, the signature or signatures of additional parties or a security interest in property of any kind or description or both.

ICELEASE PARTNERS, LTD.

By: OPM Services, Inc., a Kentucky corporation, as general partner

By 

W. Kent Oyler, Executive Manager

Date: 7/30/93

Annex D

RAIL CAR USE AGREEMENT

RAIL CAR USE AGREEMENT

THIS RAIL CAR USE AGREEMENT ("Agreement") is made as of July 30, 1993, between ICELEASE PARTNERS, LTD., a Kentucky limited partnership ("Partnership"), and HENRY VOGT MACHINE CO., a Kentucky corporation ("Vogt").

RECITALS:

A. Vogt has become a major user of high capacity flatbed rail cars ("Rail Cars") for shipping certain of its equipment, including HRSG Module Boxes.

B. Vogt's need for the Rail Cars has increased, and as a result of limited availability of suitable Rail Cars nationwide, Vogt has experienced difficulty in delivering equipment to its customers in a timely fashion, thereby increasing its risk of liability for substantial liquidated damages under contracts with such customers.

C. Vogt has a need for at least four Rail Cars to be available primarily for its exclusive use; however, Vogt is unable to make the financial commitment to acquire or lease such Rail Cars directly.

D. Partnership is acquiring a total of four Rail Cars and is placing them under management by the Paducah & Louisville Railway, Inc., as well as possibly other railroads ("Railroads") pursuant to a Car Management Agreement ("Management Agreement").

E. The payment Partnership will receive on the Rail Cars under the Management Agreement will be a function of, in large part, the amount of use of the Rail Cars and the charges applicable thereto, so that a percentage of such charges (reduced to reflect the Railroads' management or related fees) will ultimately be paid to Partnership.

F. The Management Agreement requires that the Rail Cars shall be dedicated for Vogt's exclusive use for six years (unless Vogt consents otherwise), and in consideration of such dedication, Vogt has agreed to provide assurance to the Partnership that Vogt will cause the Rail Cars to be used a specified minimum amount, subject to the terms and conditions herein.

G. The parties agree further that Vogt shall make payments to Partnership if, among other things, its usage is below a specified amount, and that Vogt shall be entitled to certain rebates if such use exceeds a specified amount, all subject to the terms and conditions herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties agree as follows:

1. Term. Unless earlier terminated as provided herein, the term of this Agreement ("Term") shall be six years, commencing on the date hereof. Thereafter, the Agreement shall continue for (and the Term shall include) successive one-year terms unless otherwise terminated by either party upon giving the other 90 days' prior written notice.

2. Use Agreement and Liquidated Damages and Rebates Relating Thereto. Vogt agrees to cause the Rail Cars to be used (each use, a "Use") in the aggregate a minimum of 34 times per calendar year (pro rata for any partial year), and will pay Partnership liquidated damages of (i) if the actual number of Uses is less than 34, \$6,000 multiplied by the difference between 34 and the number of Uses, and (ii) for each Use below 34, any amount by which all fees collected by the Railroads and by the Partnership directly from Vogt for such Use (the "Fee") is less than \$6,000 ((i) and (ii) collectively, the "Minimum Use Requirement"); provided, the amount of such liquidated damages payable by Vogt shall be reduced by the amount by which any Fee that is considered in measuring liquidated damages exceeds \$6,000. Vogt will be invoiced for Minimum Use Requirement liquidated damages on December 1 and June 1 of each year. If Vogt (i) causes the Rail Cars to be used, in the aggregate, a total of 40 or more times per calendar year (pro rata for any partial year), and (ii) has satisfied the Minimum Use Requirement for such period, Vogt will be entitled to a rebate from Partnership equal to 5% of all fees paid by Vogt to the Railroads in such calendar year for the use of the Rail Cars (the "Excess Use Rebate"). Any Excess Use Rebate shall be paid within 30 days following the end of the calendar year. No liquidated damages or rebates shall be applicable if Vogt Uses the Rail Cars in the aggregate between 34 and 39 times per year (pro rata for any partial year) and has otherwise satisfied the Minimum Use Requirement. By written notice to the Railroads, Vogt may release one or more of the Rail Cars for general use in the national rail car pool. Whenever a released Rail Car is used by a party other than Vogt, Vogt shall pay to Partnership for each time so used, as part of the Minimum Use Requirement, the amount, if any, by which \$6,000 exceeds 90% of all fees collected by the Railroad for such Use; provided such payment by Vogt shall not be required once the Minimum Use Requirement has been satisfied for such year (pro rata for any partial year). Similarly, only 90% of all fees collected by the Railroad for Use of a released Rail Car by parties other than Vogt shall be used in calculating any Excess Use Rebate to which Vogt is entitled.

3. Dedication of Cars. During the Term, Partnership will cause the Rail Cars to be dedicated for Vogt's use, unless Vogt consents otherwise. Vogt's obligations hereunder shall be subject to such dedication and the availability of one or more Rail Cars sufficient to meet Vogt's rail shipping needs as contemplated herein. Except as otherwise provided herein or by applicable laws, rules or regulations, Vogt shall not be liable for any expenses relating to the Rail Cars, including, without limitation, insurance, storage, maintenance, licensing, and the like.

4. Miscellaneous.

(a) Notices. All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing and shall be deemed to have been given (i) on the date of delivery personally, (ii) on deposit in the United States mail, postage prepaid by registered or certified mail, return receipt requested, or (iii) on delivery to an overnight courier, costs prepaid, or next day delivery, to the appropriate party at the following address (or at such other address as shall hereafter be designated by any party to the other party by notice given in accordance with this Section):

To Partnership:

Icelease Partners, Ltd. *gmm*
111 E. Kentucky Street
Louisville, KY 40203
Attn: Executive Manager

With a Copy to:

Charles E. Scholtz
Hirn Reed & Harper
2000 Meidinger Tower
Louisville, KY 40202

To Vogt:

Henry Vogt Machine Co.
1000 W. Ormsby Avenue
P.O. Box 1918
Louisville, KY 40201-1918
Attn: President

(b) Severability; Waiver. If any term or provision of this Agreement or the application thereof to any persons or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law. Failure of either party to exercise any rights hereunder shall not constitute a waiver of any such right upon the continuation or recurrence of the situation or contingency giving rise to such right.

(c) Benefit; Assignment. Except as otherwise provided herein, the covenants, conditions and agreements contained in this Agreement shall bind and enure to the benefit of the parties and their permitted successors and assigns. Partnership may assign its interest hereunder to its lender on the Rail Cars in order to secure Partnership's indebtedness to such lender, and Vogt hereby consents to such assignment.

(d) Further Assurances. Each party shall execute and deliver such instruments and take such other action as shall be reasonably requested by the other in order to effect the transactions contemplated herein.

(e) Tense; Gender; Captions. In construing this Agreement, wherever appropriate, the singular tense shall also be deemed to mean the plural, and vice versa, reference to one gender shall include reference to the others and the captions contained herein shall be ignored.

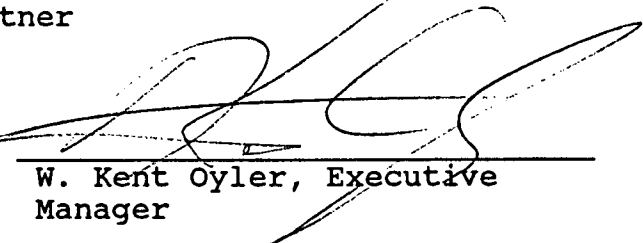
(f) Governing Law. This Agreement shall be construed, interpreted, and enforced in accordance with the substantive laws of the Commonwealth of Kentucky.

(g) Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and completely supersedes all prior agreements between the parties, whether oral or written. All other agreements with respect to the subject matter hereof between the parties, whether oral or written, are merged herein. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by the parties hereto.

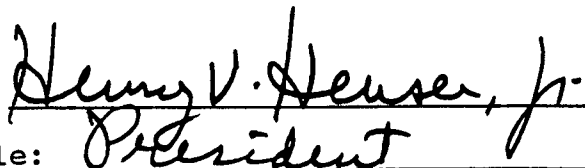
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ICELEASE PARTNERS, LTD.

OPM SERVICES, INC., General
Partner

By: 
W. Kent Oyler, Executive
Manager

HENRY VOGT MACHINE CO.

By: 
Title: President

Annex E

NOTICE OF ASSIGNMENT AND CONSENT - VOGT

ANNEX E

NOTICE OF ASSIGNMENT AND CONSENT - VOGT

This Notice of Assignment and Consent is dated as of July 30, 1993. This is a Notice of Assignment to HENRY VOGT MACHINE CO., a Kentucky corporation ("Vogt"), from ICELEASE PARTNERS, LTD., a Kentucky limited partnership ("Icelease"), of (i) Icelease's assignment of, and grant of a security interest in, all of Icelease's right, title and interest in, to and under the Railcar Use Agreement dated July 30, 1993, between Vogt and Icelease (the "Use Agreement"), to Liberty National Bank and Trust Company of Louisville ("Liberty") and (ii) Icelease's grant of a security interest in the Cars identified in Exhibit A hereto to Liberty, in accordance with the terms of the Security Agreement (the "Security Agreement") dated as of July 30, 1993, between Icelease and Liberty (to which the form of this Notice of Assignment and Consent (this "Notice") is attached as Annex E). This is also a Consent by Vogt to that assignment and the granting of security interests in accordance with the terms of the Security Agreement. Each of Vogt and Icelease hereby confirms to and agrees with Liberty that Liberty shall be entitled to exercise all of Icelease's rights with respect to the Use Agreement, in accordance with the terms of the Security Agreement, and that Liberty will not have any of Icelease's obligations thereunder, and that Liberty shall be entitled to execute all rights with respect to the Cars and other Collateral in accordance with the terms of the Security Agreement.

Vogt and Icelease agree as follows to induce Liberty to enter into and accept the Security Agreement and extend the credit secured by the Security Agreement:

1. Vogt acknowledges receipt of a copy of the fully executed Security Agreement, a copy of which is attached hereto as Exhibit B. Icelease hereby notifies Vogt of its assignment of and grant of, a security interest in the Use Agreement and the Cars through and under the Security Agreement.

2. Vogt acknowledges Icelease's assignment and granting of a security interest in the Use Agreement pursuant to the Security Agreement, consents to that assignment and security interest, and agrees that upon receipt of a notice from Liberty that an Event of Default (as defined in the Security Agreement) has occurred and is continuing (a "Notice of Default"), Vogt will perform all of its obligations under the Use Agreement for the benefit of Liberty. Without limiting the generality of the foregoing, Vogt acknowledges and agrees that, upon the occurrence of an Event of Default and while it continues, Liberty alone, to the exclusion of Icelease, shall be entitled to exercise all of Icelease's rights under the

Use Agreement. After a Notice of Default has been given to Vogt or Vogt otherwise obtains knowledge of an Event of Default, Vogt shall perform under the Use Agreement for and at the request of Liberty in connection with the exercise by Liberty of all of Icelease's rights and remedies under such Use Agreement. Liberty's giving of a Notice of Default shall be conclusive (as between Liberty and Vogt, but not as between Liberty and Icelease) evidence of the occurrence of an Event of Default. Vogt shall have no duty, power, or authority to question the accuracy of a Notice of Default and shall have no liability to Icelease for acting in accordance with it.

3. Vogt agrees that Vogt shall perform under the Use Agreement for and at the request of Liberty without regard to any claim or defense which Vogt may have against Icelease, including, but not limited to, any claim or defense against Icelease except to the extent that such claim or defense against Icelease arises from a default by Icelease under the Use Agreement.

4. Each of Vogt and Icelease shall deliver to Liberty any notice of default delivered pursuant to the Use Agreement, simultaneous with delivering such notice to the other party to the Use Agreement. Any attempted termination of any obligations under the Use Agreement in violation of this paragraph shall be void as against Liberty.

5. Neither the Security Agreement nor any exercise by Liberty of any of Icelease's rights under the Use Agreement shall be deemed to have been an assumption of any of Icelease's obligations thereunder.

6. During the term of the Security Agreement, Vogt shall comply with all of the following provisions:

Annual Statements. As soon as available, and in any event within one hundred twenty (120) days after the end of each fiscal year, Vogt shall furnish to Liberty a balance sheet, income statement, and statement of profit and loss for such fiscal year just ended audited by the independent firm of certified public accountants which regularly performs accounting services for Vogt (the "CPA Firm"), and which is reasonably satisfactory to Liberty. Without limitation of Vogt's right to substitute another firm, Coopers & Lybrand is specifically approved by Liberty as the CPA Firm for Vogt. Those audited financial statements shall be accompanied by an opinion of the CPA Firm reasonably satisfactory to Liberty.

7. All notices, requests, demands, information and other communications required or permitted to be given or made under this Notice may be given in the manner required or permitted under Section 22 of the Security Agreement, shall be delivered to Liberty

and Icelease at the addresses given for them on the first page of the Security Agreement, and shall be delivered to Vogt at the following address:

HENRY VOGT MACHINE CO.
1000 West Ormsby Avenue
Louisville, Kentucky 40210
Attention: Stephanie Hawkins Smith

or at such other address as Vogt may designate in accordance with this Section from time to time.

IN WITNESS WHEREOF, each of Vogt and Icelease has executed, and Liberty has acknowledged the receipt of an executed copy of, this Notice of Assignment and Consent as of the date set out in the preamble hereto, but actually on the date(s) set forth below.

HENRY VOGT MACHINE CO.,
a Kentucky corporation

By: _____

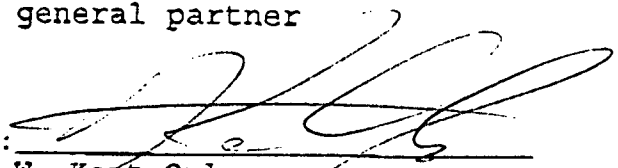
Title: _____

Date: _____

Henry V. Huser, Jr.
President
July 30, 1993

ICELEASE PARTNERS, LTD.,
a Kentucky limited partnership

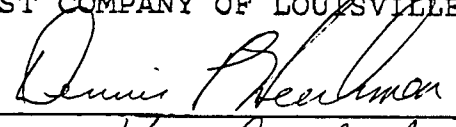
BY: OPM SERVICES, INC.,
a Kentucky corporation,
as general partner

By: 
W. Kent Oyler,
Executive Manager

Date: 7/30/93

Receipt acknowledged:

LIBERTY NATIONAL BANK AND
TRUST COMPANY OF LOUISVILLE

By: 

Title: Vice President

Date: 7-30-93

LU2.D7646
454:cab:5194.CLN
7/30/93

EXHIBIT A

DESCRIPTION OF CARS

The Cars consist of four 195-ton capacity, type FM, flat bed railcars with a 55-foot loading deck, manufactured by DIFCO, Inc., and bearing the following road numbers:

PAL - 50000
PAL - 50001
PAL - 50002
PAL - 50003

EXHIBIT B

Copy of the Security Agreement

Annex F

NOTICE OF ASSIGNMENT AND CONSENT -
PADUCAH AND LOUISVILLE RAILWAY COMPANY

ANNEX F

NOTICE OF ASSIGNMENT AND CONSENT - RAILWAY

This Notice of Assignment and Consent is dated as of July 30, 1993. This is a Notice of Assignment to Paducah & Louisville Railway, Inc., a Kentucky corporation ("the Railway"), from ICELEASE PARTNERS, LTD., a Kentucky limited partnership ("Icelease"), of Icelease's assignment of, and grant of a security interest, in the Cars identified in Exhibit A hereto and Icelease's right, title and interest in, to and under the Car Management Agreement dated as of July 30, 1993, between the Railway and Icelease (the "Car Management Agreement"), to Liberty National Bank and Trust Company of Louisville ("Liberty"). This is also a Consent by the Railway to that assignment and security interest in accordance with those terms.

The Railway and Icelease agree as follows to induce Liberty to enter into and accept the Security Agreement and extend the credit secured by the Security Agreement:

1. The Railway acknowledges receipt of a copy of the fully executed Security Agreement. Icelease hereby notifies the Railway of its assignment of and grant of, a security interest in the Cars and the Car Management Agreement through and under the Security Agreement.

2. The Railway acknowledges Icelease's assignment and granting of a security interest in the Car Management Agreement and the Cars to Liberty pursuant to the Security Agreement, consents to that assignment and security interest, and agrees that upon receipt of a notice from Liberty that an Event of Default (as defined in the Security Agreement) has occurred and is continuing (a "Notice of Default"), the Railway will perform all of its obligations under the Car Management Agreement for the benefit of Liberty. Without limiting the generality of the foregoing, the Railway acknowledges and agrees that, upon the occurrence of an Event of Default and while it continues, (i) the Railway will remit any Receipts with respect to the Cars that are due to Icelease (after deducting the monthly fee and management fee then properly due to the Railway) directly to Liberty; (ii) Liberty alone, to the exclusion of Icelease, shall be entitled to exercise all of Icelease's rights under the Car Management Agreement and (iii) Liberty may, in exercising its rights under the Security Agreement, repossess, lease, sell or otherwise dispose of the Cars. Liberty's giving of a Notice of Default shall be conclusive (as between Liberty and the Railway, but not as between Liberty and Icelease) evidence of the occurrence of an Event of Default. The Railway shall have no duty, power, or authority to question the accuracy of a Notice of Default

and shall have no liability to Icelease for acting in accordance with it. Notwithstanding the foregoing, if Icelease shall be in default under the Car Management Agreement, Railway shall have the right to terminate such Car Management Agreement pursuant to Section 14 thereof.

3. Each of the Railway and Icelease shall deliver to Liberty any notice of default delivered pursuant to the Car Management Agreement, simultaneous with delivering such notice to the other party to the Car Management Agreement. Any attempted termination of any obligations under the Car Management Agreement in violation of this paragraph shall be void as against Liberty.

4. Neither the Security Agreement nor any exercise by Liberty of Icelease's rights under any of the Car Management Agreement shall be deemed to have been an assumption by Liberty of any of Icelease's obligations thereunder.

5. All notices, requests, demands, information and other communications required or permitted to be given or made under this Notice may be given in the manner required or permitted under Section 22 of the Security Agreement, shall be delivered to Liberty and Icelease at the addresses given for them on the first page of the Security Agreement, and shall be delivered to the Railway at the following address:

PADUCAH & LOUISVILLE RAILWAY, INC.
1500 Kentucky Avenue
Paducah, Kentucky 42003

or at such other address as the Railway may designate in accordance with this Section from time to time.

IN WITNESS WHEREOF, each of the Railway and Icelease has executed, and Liberty has acknowledged the receipt of an executed copy of, this Notice of Assignment and Consent as of the date set out in the preamble hereto, but actually on the date(s) set forth below.

PADUCAH AND LOUISVILLE RAILWAY, INC.
a Kentucky corporation

By 

Title: President & CEO

Date: July 30, 1993

ICELEASE PARTNERS, LTD.,
a Kentucky limited partnership

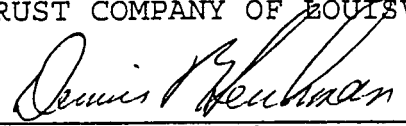
BY: OPM SERVICES, INC.,
a Kentucky corporation,
as general partner

By: 
W. Kent Oyler,
Executive Manager

Date: 7/30/93

Receipt acknowledged:

LIBERTY NATIONAL BANK AND
TRUST COMPANY OF LOUISVILLE

By: 
Dennis Newman

Title: Vice President

Date: 7-30-93

LU2.D7646
454:rw:5195.CLN
7/29/93

EXHIBIT A

DESCRIPTION OF CARS

The Cars consist of four 195-ton capacity, type FM, flat bed railcars with a 55-foot loading deck, manufactured by DIFCO, Inc., and bearing the following road numbers:

PAL - 50000
PAL - 50001
PAL - 50002
PAL - 50003

EXHIBIT B

Copy of the Security Agreement